

Notice of Contract Purchase Agreement

Page 1 of 1

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CAPITOL HILL
PROVIDENCE RI 02908

V E N D O R	12937 MAX POLLACK & CO INC 475 HARRIS AVE PROVIDENCE, RI 02909
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AUCTIONEER SERVICES (MPA-399)	
Award Number 3068307	Effective Period: 31-JAN-08 - 31-JAN-11

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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Date:	25-JAN-08
Buyer:	J Moynihan
Shipping:	Paid
Terms:	NET 30

I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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Department	Type of Requisition	Bid Number	Requisition Number
		7003273	

BLANKET REQUIREMENTS: 1/31/08 - 1/31/11

MASTER PRICE AGREEMENT #399

AUCTIONEER SERVICES PER ATTACHED CONTRACT.

AUCTIONEER WILL CHARGE A 1% BUYER'S PREMIUM PER PROPERTY

AGENCY CONTACT:
JOHN RYAN
401-222-4240

SUPPLIER CONTACT:
ROBERT RESNICK
TELEPHONE: 401-331-6950
FAX: 401-831-1170

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

**SERVICES COVERED BY THIS REQUEST INCLUDE,
SPECIFICATIONS FOR AUCTIONEER SERVICES
MASTER PRICE AGREEMENT**

Qualifications:

- Auctioneer must be approved by the following organizations;
 - F.D.I.C.
 - United State Small Business Administration
 - United States Bankruptcy Court
 - United States Internal Revenue Service
- Auctioneer must be fully insured and bonded in the State of Rhode Island
- Auctioneer must provide five (5) references in the proposal submitted to the Rhode Island Division of Purchases.
- Auctioneer must be licensed by the Rhode Island Department of Business Regulation

Auctioneer services and responsibilities:

- The auctioneer must maintain an internet web site and post the following on its company web site for any State real property being offered for sale;
 - A photograph of the property as well as a complete property description. (The State agency having custody and control of the property will provide this information.)
 - The scheduled date of public auction.
 - The minimum bid, if applicable
- The auctioneer must make a diligent effort to contact all possible interested parties based on review of company's buyer database.
- The auctioneer must place a sign on the property advertising the date of the upcoming public auction.
- The auctioneer must register bidders and
 - Collect a 5% deposit (based on set minimum bid amount) from bidders at the time and place of sale. This must be in the form of a certified, cashier's or bank check made payable to the Rhode Island General Treasurer.
 - Secure the appropriate affidavits and disclosures from all potential bidders. (Affidavit of Non-Collusion, Affidavit of Non-Conviction, Certificate of Authority, & Disclosure of Corporation or Partnership)
- The State of Rhode Island and the auctioneer must arrange inspections of the property by potential bidders.
- The auctioneer will answer any and all questions related to the property and the actual auction process. (Representatives from the respective State agency will assist the auctioneer in responding to all questions.)

Compensation terms:

- The auctioneer will charge a 1% buyers premium {1% of sales price} for services rendered to the State of Rhode Island.

Additional Information:

The State is in need of an auctioneer to auction certain State-owned properties on an "on-call" as required basis. These sites may range from small undeveloped parcels to large improved commercial sites.

All auction services will be considered strictly confidential between the Auctioneer and the State. The Auctioneer will not discuss any auction information or documents with third parties unless authorized by the State.

If available, and to the best of our ability, the State will furnish all right-of-way plats, surveys, building plans, engineering data, appraisals, operating expenses, and other pertinent data, including deed references, environmental reports, and title certificates, required to enable the Auctioneer to complete his/her services. Any additional information requested may be furnished if available.

A representative from State will attend the auction to collect the deposit and all applicable documents

Once the State has ordered services from the Auctioneer, the Auctioneer will be entitled to the withdrawal fee in the event that the sale of the auctioned property is not consummated through no fault of the auctioneer.

The Auctioneer will collect all data in accordance with the Professional Standards of the National Auctioneers Association in order to provide the best services and best final price for the State.

The Auctioneer will be expected to provide complete documentation for each auction, along with pre-sale estimates, copies of advertisements, brochures, and other documentation relating to the sale of said property when requested.

The Auctioneer will be expected to work cooperatively with State personnel in preparing an auction, including, but not limited to, pre-auction site visits to show property, amount of reserve bid, scope of advertisement, best method to optimize turnout and price realized, amount of required deposit from buyer, length of time between auction and settlement, and proposed auction date.

Auctioneer is responsible for preparing and distributing the due diligence package. Auctioneer must also maintain a list of recipients in order to ensure all recipients receive any additions, deletions, or revisions to the package.

The Auctioneer will transmit all documents, including invoices, directly to the State.

The State of Rhode Island shall be responsible for placing advertisements for the auction in the necessary publications inside and outside of Rhode Island.

No advertisement will be placed without the prior approval of the State.

Length and content of advertisement(s) shall be mutually agreeable.

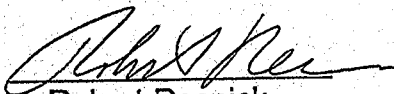
The Auctioneer is responsible for registering all bidders, ensuring bidders are qualified to bid, and collecting and holding deposit monies until completion of the auction. The Auctioneer is also responsible for ensuring deposit monies are received in the form of cash, certified check, or cashier's check and ensuring all checks are made payable to The State of Rhode Island General Treasurer. This includes the amount of the full deposit on the day of the auction, additional deposit, if required, and sales amount at settlement.

Immediately following the auction, the Auctioneer will be required to submit a detailed Settlement Auction notice that includes the auction date and number, the purchaser's name and address, and any other information needed by the State of Rhode Island to be mutually agreed upon by the Auctioneer and the State.

In conjunction with the newly established **Auctioneers Master Price Agreement (MPA # 399)**, the undersigned agree with the following plan to distribute assignments.

In an effort to distribute auction work in a fair and equitable manner, the State of Rhode Island will base auction assignments on the final sale price of properties. For example, if auctioneer A sells a property for \$1,000,000, then the State will assign all future properties to auctioneer B until he/she reaches the \$1,000,000 threshold; thereafter the next auction assignment will go to auctioneer A, etc.

Approved:

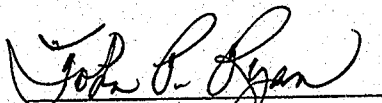


Robert Resnick

President

Max Pollack & Co. Auctioneers, LTD

Approved:



John P. Ryan

Deputy Chief, Public Buildings

Division of Capital Projects and Property Management

Department of Administration

Contract Terms and Conditions**Table of Contents**

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Terms and Conditions**PURCHASE ORDER STANDARD TERMS AND CONDITIONS****TERMS AND CONDITIONS FOR THIS PURCHASE ORDER****BLANKET PAYMENT**

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

PARTIAL PAYMENTS

PARTIAL OR PROGRESS PAYMENTS MAY BE MADE. PAYMENT WILL BE AUTHORIZED UPON RECEIPT AND ACCEPTANCE BY THE AGENCY OF THE PORTION OF THE CONTRACT OR PURCHASE ORDER COMPLETED BY THE VENDOR. PAYMENT UPON THE RENDERING OF A PROPERLY SUBMITTED INVOICE.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "BILL TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

CAMPAIGN FINANCE COMPLIANCE

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number.

the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.